

APPENDIX C

F-200

FILE #101

COOPERATIVE FIRE CONTROL AGREEMENT

Between

THE STATE OF MONTANA

And

MINERAL COUNTY

THIS AGREEMENT is made and entered into by and between Mineral County, hereinafter called the COOPERATOR, and the Montana Department of Natural Resources and Conservation, Forestry Division, hereinafter called the DEPARTMENT, and effective the 30th day of April, 2005.

The purpose of this agreement, when signed by both parties and accompanied by a written wildland fire management plan, hereinafter called the PLAN, is to satisfy the requirements of 7-33-2210 MCA.

The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

1. The COOPERATOR shall assist the DEPARTMENT in drafting and annually updating the PLAN for the fire protection area within the COOPERATOR's territorial boundaries.
2. The COOPERATOR shall appoint a County Rural Fire Chief / Firewarden pursuant to 7-33-2203 MCA. The County Fire Chief / Firewarden shall work directly with the DEPARTMENT in accordance with the requirements of the PLAN.
3. The COOPERATOR is authorized to annually appropriate funds per 7-33-2209 MCA. The COOPERATOR shall use these funds in accordance with the requirements of the PLAN.
4. The COOPERATOR shall implement the PLAN by performance of the duties imposed by 7-33-2202 through 7-33-2204 MCA. The COOPERATOR may exercise the powers authorized by 7-33-2205 through 7-33-2208 MCA.
5. The DEPARTMENT shall update the PLAN and present it for the approval of the COOPERATOR no later than May 15 of each year.
6. The DEPARTMENT shall, as funds permit, provide assistance to the

COOPERATOR in accordance with the requirements of the PLAN.
Equipment made available to the COOPERATOR by the DEPARTMENT
shall comply with the stipulations set forth in the COOPERATIVE
EQUIPMENT AGREEMENT F-202.

7. It is mutually agreed that both parties shall meet annually to review this agreement and the PLAN. The DEPARTMENT shall schedule the annual meeting and shall notify all affected parties of the date and location of the meeting.
8. It is mutually agreed that this agreement may be terminated at any time by mutual consent of the parties. In the absence of mutual consent, either party may terminate this agreement on June 30 of any year by giving written notice to the other party on or before June 1 of that year. Unless terminated in accordance with this provision, this agreement will continue in full force and effect for an additional period of one year beginning July 1 of each year.

County of Mineral

By James L. Wankton

By Ed McCann

By Judy A. Fane

Department of Natural Resources and Conservation

By Mary Sexton
Mary Sexton, Director

Attest Bob Harrington
Bob Harrington, Administrator, Division of Forestry

APPENDIX D

F-202

FILE #101

COOPERATIVE EQUIPMENT AGREEMENT

between

**MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
DIVISION OF FORESTRY**

and

MINERAL COUNTY, SUPERIOR MT

This Cooperative Equipment Agreement by and between Mineral County, hereinafter referred to as the COOPERATOR, and the Montana Department of Natural Resources and Conservation, Division of Forestry, represented by and hereinafter referred to as the ADMINISTRATOR, WITNESSETH:

WHEREAS, Mineral County did on April 30, 2005 enter into a Fire Control Agreement with the State of Montana for the protection from fire of State and private forest, range, farm, and watershed resources within its protection area; and

WHEREAS, the COOPERATOR can more adequately carry out this function, as described and set forth in Montana Codes Annotated (MCA) 7-33-2201 through 7-33-2211, as amended, if additional equipment is available; and

WHEREAS, the ADMINISTRATOR, from time to time, has a limited number of vehicles and/or other equipment suitable for fire fighting that can be made available to other agencies involved in fire control work; and

WHEREAS, it has been determined to be advantageous to the ADMINISTRATOR in the proper discharge of his responsibilities as described and set forth in Montana Codes Annotated (MCA) 76-11-101, 76-11-102, as amended, to make certain equipment available to the COOPERATOR;

NOW, THEREFORE, it is mutually agreed:

1. The ADMINISTRATOR will loan specific items of fire fighting equipment, when such equipment is available, to the COOPERATOR in accordance with the mutually established fire plan and its amendments, and applicable Federal laws, rules and regulations, including the location of said equipment.
2. Equipment covered by this Agreement which has been made available through the ADMINISTRATOR from the State or Federal Government has been furnished for use in the cooperative fire control program.

3. The COOPERATOR agrees to make the above equipment available for use on private and public ownership for the protection from fire as set forth in Montana Codes Annotated (MCA) 76-11-101, 76-11-102, and 7-33-2201 when requested by the ADMINISTRATOR'S representative. Incidental use on any type of fire or other emergencies which threaten loss of life or property is proper providing that this equipment is available and primarily used for fire duties as set forth in Montana Codes Annotated (MCA) 76-11-101, 76-11-102, and 7-33-2201. Refusal or neglect to make this equipment available for use on such fires without good and sufficient cause shall be grounds for termination of this agreement by the ADMINISTRATOR.
4. The proper identification of said equipment as cooperative fire equipment, and as federal or state property, if applicable, will be maintained and said equipment will not be sold, junked, rented, traded, given away, nor is personal use to be allowed. No disassembly of equipment or removal of parts is allowed without prior approval of the ADMINISTRATOR. All State or Federal property is to be painted and marked in accordance with State statutes or ADMINISTRATOR'S instructions,
5. Title to all equipment covered by this Agreement will remain with the State of Montana or Federal government. All vehicles will bear the permanent Montana Agency (State-owned) license plate furnished by the State without charge.
6. The COOPERATOR is responsible for the proper use, protection, maintenance, and care of the equipment covered by this Agreement. Wrongful use or undue exposure of this property to danger of theft, damage or deterioration is a violation of trust.
7. The COOPERATOR agrees to maintain and make necessary repairs to the said equipment and component parts thereof so that it is kept in good, serviceable and safe repair.
8. The ADMINISTRATOR agrees to provide technical assistance in the proper utilization, maintenance and operation of fire equipment made available to the COOPERATOR. The ADMINISTRATOR will maintain an inventory of the equipment made available through this Agreement.
9. All operators of the equipment covered by this agreement must meet the appropriate minimum driver's license requirements per Montana State law' and must be a member of either a Rural Fire District, County Volunteer Rural Fire Department, Fire Service Area, or Municipal Fire Department.
10. Vehicles, trailers and other licensed property will be insured under the State Auto Insurance Fleet Policy. Details covering maximum coverage and accident reporting procedure will be sent to the COOPERATOR annually in the County

Fire Plan. Note: Drivers, passengers, or workers in or near this equipment are not covered by the State under this policy.

11. Miscellaneous equipment such as separate pumps, hose, tools, and supplies, in ownership of the COOPERATOR, will not be insured by the State.
12. The ADMINISTRATOR does not provide Workers' Compensation Insurance coverage on drivers, passengers or workers in or near all State—owned equipment. Provision of this coverage is the responsibility of the COOPERATOR
13. The COOPERATOR agrees to indemnify and save harmless the ADMINISTRATOR from any claim of injuries or damages to life, person or property by reason of anything done or permitted to be done or suffered, or omitted to be done, by the COOPERATOR through the use of the equipment loaned in accordance with the terms of this Agreement.
14. Accidents involving State- or Federally-owned equipment must be reported immediately by the COOPERATOR to the ADMINISTRATOR on forms provided for that purpose.
15. Loss, damage, or destruction of State- or Federally-owned equipment by fire, collision, then, or any other means, will be reported immediately to the ADMINISTRATOR with signed affidavit showing loss, cause and recovery action attempted by the COOPERATOR. Federal policy requires investigation to determine the cause of negligence, if any.
16. It is further understood and agreed to by the parties hereto that the loss, damage or destruction of federally owned property due to negligence may result in restitution by the negligent party or parties.
17. The COOPERATOR agrees to permit and assist in inventory and inspection of fire equipment procured under this Agreement as may be necessary to promote the effective use of this equipment, whether it be State-owned or Federal excess property.
18. Items of equipment covered by this Agreement no longer needed by the COOPERATOR will be reported to the ADMINISTRATOR, who will determine disposition. Normally unserviceable equipment will be returned to the ADMINISTRATOR for disposal under rules and regulations established by the State Controller and/or the U.S. Forest Service, and General Services Administrator.
19. If this Agreement or the Fire Control Agreement between the ADMINISTRATOR and the COOPERATOR is terminated by either party, all equipment provided by the ADMINISTRATOR will be returned to the ADMINISTRATOR.

Mineral County Cooperative Fire Management Plan

20. Any equipment owned and installed by the COOPERATOR remains the property of the COOPERATOR and should be removed prior to returning the equipment to the ADMINISTRATOR
21. The Agreement shall be effective for an indefinite period and may be terminated by either party hereto by thirty (30) days written notice. If the COOPERATOR terminates this Agreement, the equipment covered by this Agreement will be returned to the ADMINISTRATOR in operable condition.

COOPERATOR:

MINERAL COUNTY

DATE: _____

BY: James L. Wankar Chair

Ed McCann Member

Judy L. Gentry Member

MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION:

DATE: 4/18/06

BY: Anthony L. Rain Administrator

APPENDIX E

RESOLUTION NO. 02-01-99

RESOLUTION TO CREATE MINERAL COUNTY FIRE COUNCIL

WHEREAS, Mineral County recently became a State/County cooperative, and

WHEREAS, Mineral County has been working to prepare and comply with a cooperative fire management plan which includes a Mineral County Fire Council be established, and

WHEREAS, the Mineral County Fire Council shall be composed of one delegate from each of the organized Rural and Volunteer Fire Agencies, and the Mineral County Firewarden, and

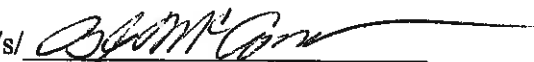
WHEREAS, the DNRC, the USFS Superior Ranger District, the USFS Ninemile Ranger District will be non-voting advisors to the council, and

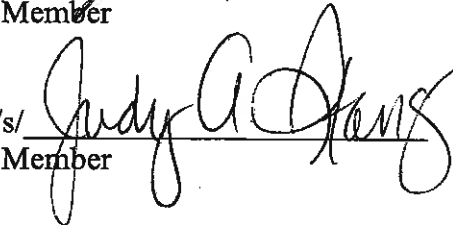
WHEREAS, the purpose of the Mineral County Fire Council shall be to facilitate effective wildfire protection to all areas of the county, including those not under state or federal jurisdiction and establishing a liaison between the fire agencies / county and the state / federal agencies,

AND NOW THEREFORE BE IT RESOLVED that the Mineral County Board of Commissioners establish the Mineral County Fire Council,

PASSED AND ADOPTED by the Mineral County Board of Commissioners this 30th day of April, 2005.

/s/ 
Chairman

/s/ 
Member

/s/ 
Member

ATTEST:

/s/ _____
Clerk and Recorder